

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to STRATTON BROTHERS, a Utah General Partnership, hereinafter referred to as GRANTOR, by Ash Creek Special Service District, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successors and assigns, a temporary easement with the right to erect, construct, install and lay, and thereafter a perpetual easement to use, operate, inspect, repair, maintain, replace and remove a sewer pipeline and roadway over, across and through any land owned by GRANTOR, or in which GRANTOR claims any interest, situate in Washington County, State of Utah, and more particularly described as follows:

The East 1/2 of Section 36, T41S R14W
and the NE 1/4 of Section 1 T42S R14W
SLB&M

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The above-mentioned temporary easement shall be One Hundred (100) feet in width during the period of construction of said sewer pipeline, and upon completion of said sewer pipeline the perpetual easement shall be Thirty (30) feet in width, Fifteen (15) feet on each side of the following described centerline:

Beginning at a point N 0°32'13"E, 942.56 feet along the Section line from the SW Corner of Section 1 T42S R14W SLB&M; thence East 76.60 feet; thence N31°14'54"E, 680.42 feet; thence N51°39'59"E, 2,208.11 feet; thence N31°18'45"E, 1,618.83 feet; thence N18°36'30"E, 1,634.99 feet; thence N9°16'32"E, 1,380.32 feet; thence N22°46'05"E, 1,181.82 feet; thence N47°05'25"E, 458.79 feet; thence N62°15'42"E, 922.35 feet; thence N52°20'51"E, 1,101.02 feet; thence N41°03'25"E, 484.87 feet; thence 15°44'30"E, 1,819.69 feet; thence 63°18'01"E, 449.23 feet, thence S74°41'36"E, 1,038.93 feet; thence N79°18'35"E, 613.49 feet; thence N40°10'18"E, 687.33 feet; thence N54°04'26"E, 904.10 feet; thence N86°16'21"E, 724.61 feet; thence S75°00'48"E, 439.31 feet; thence N76°30'14"E, 899.71 feet; thence N78°18'48"E, 1,407.85 feet; thence N5°08'28"E, 186.95 feet; thence N68°49'22"E, 1,095.24 feet; thence S79°42'18"E, 374.12 feet; thence S28°34'51"E, 499.54 feet; thence S72°12'13"E, 467.08 feet; thence S37°18'42"E, 316.49 feet; thence S72°06'26"E, 305.14 feet; thence S78°27'14"E, 562.70 feet; thence S28°51'55"E, 1,056.16 feet; thence S35°32'12"E, 801.68 feet, thence S31°05'15"E, 407.29 feet; thence S56°20'41"E, 386.13 feet; thence S24°58'58"E, 251.38 feet; thence S21°14'36"E, 399.97 feet; thence S12°35'50"E, 419.64 feet; thence S44°26'53"E, 441.09 feet; thence S3°28'19"E, 141.47 feet.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 10 day of June

229288

[Handwritten signatures and a circular notary seal for the State of Utah, dated June 10, 1981.]

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

Personally appeared before me on the 10 day of June, 1981,

who duly acknowledged to me that he executed the same.

[Handwritten signature of a Notary Public and a circular notary seal for the State of Utah.]
NOTARY PUBLIC
Residing at: Harrison, Utah

My Commission Expires: -

1-20-84

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

Personally appeared before me on the ___ day of _____, 1981,

who duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:
